

7 -00o-

8 UNITED STATES DISTRICT COURT

9 CLARK COUNTY, NEVADA

10
11 ALEESHA JOHNSON, as natural parent of
12 JEREMIAH L. SCOTT, JR., a minor, and
13 JAYLA-LYNN SCOTT, a minor,

14 Plaintiff,

15 vs.

16 GRACE CLAYTON, individually and as
17 adoptive parent of STACEY CLAYTON,
18 STACEY CLAYTON, a minor, individually,
19 FELICIA TUCKER, individually and in her
20 official capacity; SUSAN ROTHSCHILD,
21 individually and in her official capacity;
22 NANCY MCLANE, individually and in her
23 official capacity; CLARK COUNTY
24 DEPARTMENT OF FAMILY SERVICES;
25 COUNTY OF CLARK, a political subdivision
26 of the State of Nevada; DOES I-X, individuals;
27 and ROE CORPORATIONS I-X,

CASE NO.: 2:08-cv-01810-RCJ-LRL

28 ORDER

Defendants.

25 ...

26 ...

27 ...

28 ...

1 Before the Court was Plaintiff, ALEESHA JOHNSON, as natural parent of JEREMIAH L.
2 SCOTT, JR., a minor, and JAYLA-LYNN SCOTT, a minor, by and through their attorney,
3 MARJORIE HAUF, ESQ., of the law firm of GANZ & HAUF, for a hearing regarding Approval
4 of Compromise of Minor's Claims, on August 13, 2010. Marjorie Hauf, Esq., of the law firm of
5 GANZ & HAUF appeared on behalf of Plaintiffs, and Sean P. Connell, Esq., of the law firm of
6 Palumbo Bergstrom, LLP., appeared on behalf of Defendant.
7

8 IT IS HEREBY ORDERED that \$140,000.00 be paid by County of Clark to JEREMIAH
9 SCOTT, JR., and JAYLA-LYNN SCOTT as settlement of the matter.

10 IT IS FURTHER ORDERED that the Court finds the amount requested for attorney's fees
11 is reduced to 33% plus all costs.
12

13 IT IS FURTHER ORDERED that JEREMIAH SCOTT, JR., will pay attorney's fees in the
14 amount of \$23,100.00 to Ganz & Hauf, Chtd.
15

16 IT IS FURTHER ORDERED that JAYLA-LYNN SCOTT will pay attorney's fees in the
17 amount of \$23,100.01 to Ganz & Hauf, Chtd.
18

19 IT IS FURTHER ORDERED that JEREMIAH SCOTT, JR., will pay costs in the amount of
20 \$8,580.83 to Ganz & Hauf, Chtd.
21

22 IT IS FURTHER ORDERED that JAYLA-LYNN SCOTT will pay costs in the amount of
23 \$8,592.90 to Ganz & Hauf, Chtd.
24

25 IT IS FURTHER ORDERED that the outstanding lien for medical bills incurred on behalf
26 of JEREMIAH SCOTT, JR., in the amount of \$1,000.00 to Lisa B. Shaffer, PsyD., and \$550.00 to
27 C. Phillip Colosimo, Ph.D., be paid for JEREMIAH SCOTT.
28

IT IS FURTHER ORDERED that the outstanding lien for medical bills incurred on behalf
of JAYLA-LYNN SCOTT, in the amount of \$4,900.00 to Lisa B. Shaffer, PsyD., be paid for
JAYLA-LYNN SCOTT.

1 IT IS FURTHER ORDERED the County of Clark will make a check payable to Ganz &
2 Hauf, Chtd., in the amount of \$33,230.83 on behalf of JEREMIAH SCOTT JR., and \$36,592.91,
3 said sums totaling 69,823.74, to satisfy the above orders.

4 IT IS FURTHER ORDERED that, after deduction of approved fees, cost and outstanding
5 liens, the total amount of the proceeds of the proposed compromise to be paid to JEREMIAH
6 SCOTT JR., and JAYLA-LYNN SCOTT is \$70,176.26, to be used, with the Court's permission, to
7 purchase annuities in which Prudential Assigned Services Corporation will provide for the
8 following periodic payments to be made by The Prudential Insurance Company of America (Please
9 find attached addendum from Ringler Associates). The County of Clark is not a party to any
10 agreement between Plaintiffs, their counsel, Prudential Assigned Services Corporation, Prudential
11 Insurance Company of America, or Ringler Associates, and nothing in the attached document shall
12 obligate the County of Clark to do any act. The County of Clark's obligations are only those
13 specifically set forth in the four corners of this Order Compromising Minors' Claims and are not
14 altered, amended or added to by the Ringler Associates attachment hereto.
15

16 IT IS FURTHER ORDERED that \$36,769.17 shall be used to purchase an annuity for
17 JEREMIAH SCOTT, JR., in a structured settlement. Defendant, County of Clark, will make a
18 check payable to Prudential Assigned Settlement Services Corporation, in the amount of
19 \$36,769.17 to fund the structure and delivered to Ganz & Hauf within ten (10) days of entry of this
20 Order.
21

22 IT IS FURTHER ORDERED that the periodic payment schedule for JEREMIAH SCOTT,
23 JR., is as follows: \$12,202.87, payable annually, guaranteed for four (4) years which is four (4)
24 payments, beginning on 8/1/2017, with the last guaranteed payment on 8/1/2020. The periodic
25 payments will be made by Prudential Assigned Services Corporation or its successors or assigns.
26

27 IT IS FURTHER ORDERED that \$33,407.09 shall be used to purchase an annuity for
28 JAYLA-LYNN SCOTT in a structured settlement. Defendant, County of Clark, will make a check

1 payable to Prudential Assigned Settlement Services Corporation, in the amount of \$33,407.09 to
2 fund the structure and delivered to Ganz & Hauf within ten (10) days of entry of this Order.

3 IT IS FURTHER ORDERED that the periodic payment schedule for JAYLA-LYNN
4 SCOTT is as follows: \$12,471.61, payable annually, guaranteed for four (4) years which is four (4)
5 payments, beginning on 8/1/2019, with the last guaranteed payment on 8/1/2022. The periodic
6 payments will be made by Prudential Assigned Services Corporation or its successors or assigns.
7

8 IT IS FURTHER ORDERED that Petitioner and Marjorie Hauf, Esq., shall cause, within
9 sixty (60) days of the date of this order, proof to be filed with this Court that the structured
10 settlement has been established. Once the foregoing payments have been delivered to Ganz & Hauf,
11 Chtd., and the Structures have been funded, Defendant County of Clark, will owe no further or
12 future obligation to JEREMIAH SCOTT, JR., or JAYLA-LYNN SCOTT as a result of this
13 litigation.
14

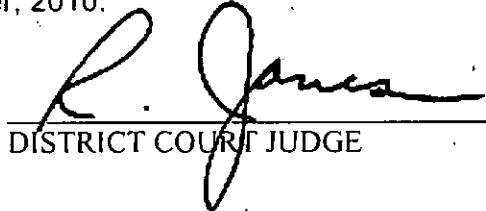
15 IT IS FURTHER ORDERED that authorization to establish this structured settlement for
16 the benefit of the herein named minors is hereby given to the Petitioner and Ganz & Hauf, Chtd. or
17 its representatives.
18

IT IS FURTHER ORDERED that a status check before this court is set for the 21st day of
March, 2011 at 9 a.m./p.m. to show compliance with this Order. In the event the proof
of compliance has been filed with this Court, it will not be necessary for the Petitioner or attorney
for Petitioner to attend the status check hearing.
22

IT IS FURTHER ORDERED that the Petitioner, Aleesha Johnson, is hereby allowed to
continue to serve as guardian for the minor children, without bond, for the limited purpose of
administering the funds of the minor children as provided herein.
23
24
25
26
27
28

1 IT IS FURTHER ORDERED that Plaintiff's Second Unopposed Motion Approval of
2 Second Compromise of Minors' Claim is DENIED.

3 DATED this 27th day of December, 2010.
4

5 
6 DISTRICT COURT JUDGE

7 Respectfully submitted:

8 GANZ & HAUF

9 /s/ Marjorie Hauf
10 MARJORIE HAUF, ESQ.
Nevada Bar No. 008111
11 8950 W. Tropicana Ave., Ste. 1
Las Vegas, Nevada 89147

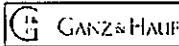
12
13 Approved to form and content by:

14 PALUMBO BERGSTROM LLP
15

16 /s/ Sean Connell
17 SEAN CONNELL, ESQ.
Nevada Bar No. 007311
18 700 South Third Street
Las Vegas, NV 89101

19
20 DISTRICT ATTORNEY – CIVIL DIVISION

21
22 /s/ Stephanie Barker
23 STEPHANIE BARKER, ESQ.
Nevada Bar No. 003176
24 500 South Grand Central Pkwy.
P.O. Box 552215
Las Vegas, NV 89155



8950 W. Tropicana Ave., #1
Las Vegas, NV 89147
Phone: (702) 598-4529
Fax: (702) 598-3626

EXHIBIT 1

Attachment to Order Approving Minor's Compromise For Jeremiah L. Scott, Jr. and Jayla-Lynn Scott

\$70,176.26 is to be used, with the court's permission, to purchase annuities, in which Prudential Assigned Services Corporation will provide for the following Periodic Payments to be made by The Prudential Insurance Company of America, rated A+ XV by A.M. Best. \$33,407.09 shall be used to purchase an annuity for Jayla-Lynn Scott; \$36,769.17 shall be used to purchase an annuity for Jeremiah L. Scott, Jr. The details of the periodic payments will be set forth below. All sums constitute damages on account of personal injuries arising from an occurrence within the meaning of Section 104(a)(2).

The periodic payment schedule for Jayla-Lynn Scott is as follows:

- \$12,471.61 payable annually, guaranteed for 4 years which is 4 payments, beginning on 08/01/2019, with the last guaranteed payment on 08/01/2022.

No payments shall begin before the payee reaches the age of 18.

The periodic payment schedule for Jeremiah L. Scott, Jr., is as follows:

- \$12,202.87 payable annually, guaranteed for 4 years which is 4 payments, beginning on 08/01/2017, with the last guaranteed payment on 08/01/2020.

No payments shall begin before the payee reaches the age of 18.

To retain the above-stated benefit schedule, funds must be delivered to **Prudential** by October 29, 2010. If funds are delivered late, **Prudential** may delay the payment dates on the benefit schedule by the same number of days as funding is delayed.

Funding instructions:

Premium: \$70,176.26
Check payable to: Prudential Assigned Settlement Services Corporation
Prudential's tax I.D. #: 22-3444614

Send check to:
Manny Valdez
RINGERL ASSOCIATES
1230 Columbia Street, Suite 970
San Diego, CA 92101

The Defendant or the Insurer shall deliver the premium check to the address stated above within 10 days of receiving this order.

Plaintiffs acknowledge and agree that the Defendant and/or the Insurer may make a "qualified assignment" within the meaning of Section 130(c) of the Internal Revenue Code of 1986, as amended, of the Defendant's and/or the Insurer's liability to make the periodic payments required

herein. Any such assignment, if made, shall be accepted by the Plaintiff without right of rejection and shall completely release and discharge the Defendant and the Insurer from such obligations hereunder as are assigned to Prudential Assigned Services Corporation, (hereinafter "Assignee"). The Plaintiffs recognize that, in the event of such an assignment, the Assignee shall be their sole obligor with respect to the obligations assigned, and that all other releases that pertain to the liability of the Defendant and the Insurer shall thereupon become final, irrevocable and absolute.

If the liability to make the periodic payments is assigned by way of a "qualified assignment:"

- A) Periodic payments from the Assignee cannot be accelerated, deferred, increased or decreased by a Plaintiff;
- B) The Assignee does not provide to the Plaintiffs rights against the Assignee that are greater than those of a general creditor; and
- C) The Assignee's obligation for payment of the periodic payments is no greater than the obligation of the person originally liable (whether by suit or agreement) for payment and from whom the obligation was assigned.

The sole obligor of the Periodic Payments, whether it is the Defendant, the Insurer, and/or the Assignee, reserves the right to fund the liability to make the Periodic Payments by purchasing an annuity through The Prudential Insurance Company of America. The Defendant, the Insurer, or in the event of an assignment the Assignee, shall be the sole owner of the annuity and have all rights in it. Said owner of the annuity may have The Prudential Insurance Company of America, mail payments directly to the Plaintiff. Plaintiff shall be responsible for maintaining a current mailing address for Payee with The Prudential Insurance Company of America.

The obligation of the Defendant, the Insurer, or in the event of an assignment, the obligation of its Assignee, to make each Periodic Payment shall be discharged upon the mailing of a valid check in the amount of such payment to the designated address of the Payee.

All parties shall cooperate fully and execute any and all documents which may be necessary to complete the requirements for the Structured Settlement including the "Qualified Assignment and Release Agreement and Pledge Supplement."

The authorized broker of record for this structured settlement shall be Manny Valdez, RINGLER ASSOCIATES.